Canada Industrial Relations Board Conseil canadien des relations industrielles

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Reasons for decision

Canadian Union of Postal Workers,

applicant,

and

Colispro Inc.,

respondent,

and

Teamsters/Québec, Local 931,

certified bargaining agent,

and

2645-0858 Québec Inc.; 9188-6960 Québec Inc.; 9177-8837 Québec Inc.; 9173-7536 Québec Inc.; Plani-Gestion R.B. (2006) Inc.; 9037-6740 Québec Inc.; Binom Trans Inc.; Olttrans Inc.; 2849-5067 Québec Inc.; Transport Michel Gauthier Inc.; Davlin Inc.,

interested parties.

Board File: 27855-C
Neutral Citation: 2013 CIRB **680**
April 8, 2013

The Canada Industrial Relations Board (the Board) was composed of Ms. Louise Fecteau, Vice-Chairperson, sitting alone pursuant to section 14(3) of the *Canada Labour Code (Part I – Industrial Relations)* (the *Code*).

A hearing was held in Montréal, Quebec, on September 7 and 9, 2010, February 28, 2011, March 1, 2, 17 and 18, 2011, and May 12, 2011. Arguments were heard on July 9, 2012. The Board issued a confidentiality order on November 22, 2010, which was subsequently amended by the Board on November 23, 2010, March 17, 2011, and May 12, 2011.

Appearances

Mr. Jean-François Beaudry and Ms. Katherine-Sarah Bouffard-Larouche, for the Canadian Union of Postal Workers;

Messrs. Paul A. Venne and Richard Bernèche, for Colispro Inc.;

Mr. Pierre-André Blanchard, for Teamsters/Québec, Local 931;

Mr. Jean-Jacques Perreault, for Transport Michel Gauthier Inc.

I–Background and Nature of the Application

[1] Colispro Inc. (Colispro or Nationex) is an interprovincial transport company that handles the delivery of different types of parcels. It does business across Canada.

[2] On December 7, 2009, the Canadian Union of Postal Workers (the union or CUPW) filed an application with the Board pursuant to section 24 of the *Code*, seeking certification as the bargaining agent for a bargaining unit described as follows:

> All brokers and owner/lessee operators of vehicles, party to a verbal or written contract, transporting parcels or envelopes, as well as loaders, at the St-Hubert facility of Nationex-Colispro Inc., excluding employees working at the St-Hubert facility covered by order no. 8424-U of the Canada Industrial Relations Board.

[3] Teamsters/Québec, Local 931 (the Teamsters), has been certified since February 21, 2003, as the bargaining agent for a unit of Colispro employees comprising the following:

> "all employees working as drivers, material handlers and sorters for Colispro inc. at its locations of St-Hubert, Boisbriand and Ste-Foy, **excluding** office employees, representatives, dispatchers, owner operators, supervisors and those above the rank of supervisor."
>
> (Board order no. 8424-U)

A–Preliminary Objection Regarding 2645-0858 Québec Inc.

[4] The brokers covered by the certification application in this matter initially included those working for 2645-0858 Québec Inc., managed by Mr. Yves Meunier. On April 11, 2008, the

Board issued an order certifying the Teamsters as the bargaining agent for a bargaining unit comprising "all drivers, dependent contractors of 2645-0858 Québec Inc." (order no. 9444-U) further to a decision in which the Board had determined that the company's transport operations were federally regulated and subject to the *Code* (*Meunier / 2645-0858 Québec Inc.*, 2008 CIRB LD 1770).

[5] In the matter now before the Board, Colispro raised a preliminary objection claiming *res judicata* in regard to 2645-0858 Québec Inc. and its drivers. It argued that it could not be the employer of the drivers and dependent contractors of that company since the Board had already found that 2645-0858 Québec Inc. was the employer.

[6] A hearing was held in relation to Colispro's preliminary objection on March 17, 2011, and the Board issued reasons for decision on May 4, 2011, in *Colispro Inc.*, 2011 CIRB 588 (RD 588). In that decision, the Board determined that it could not review the certification order of April 11, 2008. It found that the drivers and dependent contractors of 2645-0858 Québec Inc. could accordingly not be covered by the application for certification filed by the union on December 7, 2009, given that their true employer had already been determined to be 2645-0858 Québec Inc.

[7] The union filed an application for reconsideration of the Board's decision and, in connection with that application, the union requested a stay of proceedings in the instant matter pursuant to section 16(*l*) of the *Code*. Being of the view that none of the parties objected to the request for postponement of the hearing scheduled for June 29 and 30, 2011, and given that it had no apprehension of prejudice to the parties, the Board granted the request for a stay of proceedings on June 15, 2011. As a result, the June 29 and 30, 2011, hearing days were cancelled and the hearing postponed *sine die* at the request of the parties.

[8] On November 15, 2011, in *Colispro Inc.*, 2011 CIRB 613, a panel of the Board dismissed the application for reconsideration and upheld the decision in RD 588.

[9] The parties subsequently agreed that the Board would hear final oral arguments on July 9, 2012.

B–Brokers Covered by the Certification Application

[10] Originally, the union's certification application covered brokers for the following companies (and their drivers):

- 2645-0858 Québec Inc.
- 9188-6960 Québec Inc.
- 9177-8837 Québec Inc.
- Transport Michel Gauthier Inc.
- Davlin Inc.
- Binom Trans Inc.
- Olttrans Inc.
- 9037-6740 Québec Inc.
- Plani-Gestion R.B. (2006) Inc.
- 9173-7536 Québec Inc.
- 2849-5067 Québec Inc.
- Transport GoLogist Inc.

[11] On January 13, 2011, the union dropped Transport GoLogist Inc. from its application.

[12] Further, at a hearing held on February 28, 2011, Colispro acknowledged being the employer of the brokers working for the following companies (companies without drivers):

- 9037-6740 Québec Inc. (N. Gadoury)
- Plani-Gestion R.B. (2006) Inc. (R. Beaudin)
- 9173-7536 Québec Inc. (L. Robitaille)
- 2849-5067 Québec Inc. (G. Lalonde)

[13] The drivers and dependent contractors of 2645-0858 Québec Inc. were moreover excluded from this matter as a result of the decision in RD 588.

[14] The brokers and drivers still at issue in this matter are accordingly those working for the following six companies:

- 9188-6960 Québec Inc.
- 9177-8837 Québec Inc.
- Transport Michel Gauthier Inc.
- Davlin Inc.
- Binom Trans Inc.
- Olttrans Inc.

[15] In its arguments, the union described the remaining brokers, drivers and loaders covered by its application for certification as follows:

- Davlin Inc.: Mr. Dave Lemelin (owner) – 4 drivers
- Binom Trans Inc.: Mr. Marian Batrinu (owner) – 5 drivers
- Olttrans Inc.: Mr. Nicolae Cornel (owner) – 10 drivers
- 9188-6960 Québec Inc.: Mr. Jean Montpetit (owner) – 6 drivers and 1 loader
- 9177-8837 Québec Inc.: Mr. Martin Mercure (owner) – 5 drivers
- Transport Michel Gauthier Inc.: Mr. Michel Gauthier (owner) – 5 drivers
- 2849-5067 Québec Inc.: Mr. Gérard Lalonde (owner) – no drivers/loaders
- Plani-Gestion R.B. (2006) Inc.: Mr. Roger Beaudin (owner) – no drivers/loaders
- 9173-7536 Québec Inc.: Mr. Louis Robitaille (owner) – no drivers/loaders
- 9037-6740 Québec Inc.: Mr. Normand Gadoury (owner) – no drivers/loaders

[16] The hearings held by the Board were to determine whether the aforementioned brokers and their drivers and loaders are dependent contractors and, thus, employees within the meaning of the *Code*, per the definition of "employee" in section 3 thereof, and whether Colispro is their true employer.

II–Evidence Heard

[17] The union called the following witnesses in connection with its amended application for certification:

- Mr. Dave Lemelin, broker (Davlin Inc.)
- Mr. Nicolae Cornel, broker (Olttrans Inc.)
- Mr. Jean Montpetit, broker (9188-6960 Québec Inc.)
- Mr. Marian Batrinu, broker (Binom Trans Inc.)
- Mr. Martin Mercure, broker (9177-8837 Québec Inc.)
- Mr. Michel Gauthier, broker (Transport Michel Gauthier Inc.)
- Mr. Dorin Draghiciu, driver (9188-6960 Québec Inc.)
- Mr. Guy Laplante, driver (Davlin Inc.)
- Mr. Guy Aubin, driver (9177-8837 Québec Inc.)
- Mr. Paul Gagné, driver (Olttrans Inc.)
- Mr. Dan Vasile Tomescu, driver (Binom Trans Inc. and, formerly, 2645-0858 Québec Inc.)
- Mr. Sylvain Bernard, national manager of operations, Colispro

[18] Colispro called Ms. Lisette Meunier as a witness. Ms. Meunier provides accounting services and does office work for 2645-0858 Québec Inc., as well as for Davlin Inc. and Binom Trans Inc. Colispro also called Mr. Sylvain Bernard, national manager of operations for Colispro, to testify again.

[19] Two witnesses from 2645-0858 Québec Inc., namely Messrs. Yves Meunier and Patrick Pépin, were also heard before the Board ruled on the status of that company in RD 588.

III–Positions of the Parties

[20] The following is a summary of the main arguments presented by the parties, particularly the oral arguments heard on July 9, 2012.

A–The Union

[21] The union submits that the brokers, drivers and loaders covered by the certification application are all dependent contractors and, thus, employees within the meaning of the *Code*. It submits that the Board should accordingly issue a certification order for a bargaining unit comprising the brokers, drivers and loaders in question.

[22] The union argues that, in addition to being in a position of economic dependence on Colispro according to the criteria set out in paragraph (*c*) of the definition of "dependent contractor," the brokers and their drivers also meet the criteria in paragraph (*a*) of that definition. As for the loader for 9188-6960 Québec Inc., the union argues that he is in a position of economic dependence on Colispro according to the criteria in paragraph (*c*) of that definition.

1–Criteria in Paragraph (*a*) of the Definition of "Dependent Contractor"

[23] The union draws the Board's attention to *Brookville Transport Limited* (1991), 84 di 146; and 15 CLRBR (2d) 128 (CLRB no. 856), in which, at page 155, the predecessor of this Board, the Canada Labour Relations Board (the CLRB), stated that when the criteria set out in paragraph (*a*) of the definition of "dependent contractor" are met, "there is a *prima facie* presumption of economic dependence and thus dependent contractor status."

[24] The union submits that the decision in *Brookville Transport Limited*, *supra*, is a policy decision that virtually all subsequent Board decisions have followed, including *Clarke Transport, a Division of Clarke Inc.*, 2002 CIRB 180.

[25] Relying on those decisions, the union submits that the Board must confer the status of dependent contractor and, thus, employee on any person who meets the following criteria:

1. the person is the owner, purchaser or lessee of a vehicle;
2. the vehicle is used for hauling goods or merchandise;
3. the person is a party to a contract, oral or in writing;
4. the person is required to provide the vehicle by means of which he performs the contract and to operate the vehicle in accordance with the contract;

5. the person is entitled to retain for his own use from time to time any sum of money that remains after the cost of his performance of the contract is deducted from the amount he is paid, in accordance with the contract, for that performance.

[26] In the view of the union, the brokers and drivers covered by the application for certification meet all five of the above criteria.

a–Criteria 1 and 2: the person is the owner, purchaser or lessee of a vehicle and the vehicle is used for hauling goods or merchandise

[27] According to the union, the evidence heard clearly showed that all of the brokers and most of the drivers own or lease at least one vehicle used for Colispro's delivery business. As for the drivers who do not own or lease their own vehicles, the union submits that they always use vehicles provided by their brokers and assume all costs associated with their use through a direct reduction in their pay.

b–Criterion 3: contract, oral or in writing

[28] The union submits that the evidence in the record and oral evidence heard indicate that the brokers and drivers are all party to a contract, oral or in writing, with Colispro.

[29] The union alleges that, as shown by Mr. Dave Lemelin's testimony, Colispro admitted at the hearings that the contract between Davlin Inc. and Colispro applies to all of the brokers. Of note, however, is that Colispro denied this allegation in its arguments.

[30] The union further submits that it is clear from the contract between Davlin Inc. and Colispro and from Mr. Lemelin's testimony that the contract also applies to the broker's employees and sub-contractors and thus to the drivers.

c–Criterion 4: the person is required to provide the vehicle by means of which he performs the contract and to operate the vehicle in accordance with the contract

[31] The union submits that the brokers and drivers are required to provide the vehicle by means of which to perform the contract.

[32] It refers in this regard to certain conditions set out in the contract between Davlin Inc. and Colispro and maintains that those conditions apply to all of the other brokers at issue:

- the vehicle may not be used to make deliveries for anyone in competition with Colispro;
- the itinerary for deliveries made using the vehicle is set by Colispro;
- the vehicle must be a cube truck and must be white;
- the vehicle must be approved by Colispro;
- the vehicle must bear the Colispro colour scheme;
- the vehicle must be clean and well maintained, and is subject to regular inspection by Colispro;
- the life of the vehicle for the purpose of performance of the contract is limited.

[33] The union further submits that all of the vehicle loading procedures and delivery methods are laid out in the delivery handbook that every broker receives from Colispro.

d–Criterion 5: the person is entitled to retain for his own use from time to time any sum of money that remains after the cost of his performance of the contract is deducted from the amount he is paid, in accordance with the contract, for that performance

[34] The union alleges that the oral evidence adduced showed that Colispro pays all of the brokers except Transport Michel Gauthier Inc. a set fee based on the number of routes that they and their drivers cover.

[35] The union argues that it is clear from Mr. Lemelin's testimony that a broker or driver can cover only one route per day and that, according to Colispro standards, a route involves about 60 stops and some 200 parcels. The broker is paid a set fee for each route covered. When the number of stops or parcels for a given day is higher than the standard set for the route, the broker is paid an additional sum for each extra stop and parcel. Brokers also receive a gas supplement, which is a percentage of their fee and is determined by Colispo on the basis of increases in the cost of gas.

[36] The union submits that the method of payment for the drivers is virtually the same as for the brokers. It argues that both the evidence in the record and the oral evidence heard showed that all

the drivers except for the Transport Michel Gauthier Inc. drivers receive a similar set daily wage. The amount is lower for those who use a vehicle provided by their broker. The amount is the same for everyone. Additionally, the union points out that the drivers all receive similar gas supplements and overtime pay. Thus, the broker merely pays the drivers the share received from Colispro that corresponds to the work done by each driver.

[37] With regard to Transport Michel Gauthier Inc., the union submits that, although this broker appears to be paid on the basis of the number of hours of transport work, the amount paid is equivalent to the amount paid by Colispro to the other brokers on a route basis and is the same for its drivers.

[38] In addition, the union submits that all of the brokers and drivers must deduct all expenses incurred for the performance of the contract, as confirmed by the witnesses heard. The union states that the fact that the brokers and some drivers do not receive the amount directly, but through wages or dividends paid by their company, does not change the fact that the amount is for their "own use," as defined by the Board in *Clarke Transport, a Division of Clarke Inc.*, *supra*.

2–Criteria in Paragraph (*c*) of the Definition of "Dependent Contractor"

[39] The union submits that, apart from the presumption provided for under paragraph (*a*) of the definition of "dependent contractor," the evidence shows that all persons covered by its application for certification are in a position of economic dependence on Colispro, within the meaning of paragraph (*c*) of the definition of "dependent contractor."

[40] It refers in this respect to the Board's decision in *Maritime-Ontario, Parcel Division*, 2000 CIRB 100, in which the Board determined that individuals operating vehicles to deliver or ship goods exclusively or almost exclusively for a single shipper in accordance with precisely defined conditions very frequently become in fact dependent.

[41] With regard to economic dependence, the union alleges that the evidence showed that, with the exception of two brokers, all the companies covered by its application depend on their contract with Colispro for their entire revenues. As for the two exceptions, Davlin Inc. and

Transport Michel Gauthier Inc., they depend on their contract with Colispro for at least 95% of their revenues (as of the date of filing of the certification application).

[42] As for the drivers and loaders, whether incorporated or not, the undisputed evidence showed that most if not all of their income comes from Colispro, through the brokers.

[43] The union adds that, in the contract applicable to all the brokers, there is an exclusivity clause in favour of Colispro and a conflict of interest clause applicable to the brokers.

[44] It further submits that the persons covered by the application for certification work for Colispro a minimum of 40 hours per week and often 50 to 60 hours per week. The union argues that, under such circumstances, it would be hard to work at any other job.

[45] The union also submits that there are several factors that show a high level of integration of the brokers in Colispro's business: 1) a major portion of the work must be done from the Colispro warehouse, and the work at the warehouse is supervised by Colispro; 2) the brokers and drivers are required to use mobile bar code scanners, also called mobile delivery tracking devices or MDTDs, provided by Colispro for parcel tracking at the end of the work day; 3) the brokers and drivers are required to return to the warehouse to hand in the MDTDs and any undelivered parcels; 4) the reports on entries into the MDTDs are the only way for the brokers to determine how much Colispro owes them, based on the number stops made and parcels delivered; 5) in addition to having to identify their vehicles by displaying the Colispro colours, each broker and driver is required to purchase and wear the Colispro uniform; 6) the delivery handbook filed in evidence sets out loading procedures and delivery methods to be followed by the brokers, drivers and loaders, for the stated purpose of facilitating their integration into Colispro. The handbook is given to Colispro employees as well as to the brokers, drivers and loaders covered by the certification application.

[46] Finally, the union submits that it is clear from the evidence in the record that Colispro controls all the work done by the brokers, drivers and loaders. The union submitted a chart showing the extent of Colispro's control to demonstrate that failure to comply with Colispro rules can result in financial penalties being assessed against the brokers and drivers and even their termination. According to the union, the control exercised by Colispro extends to the hiring

and dismissal of drivers, the performance of the work on a day-to-day basis, the appearance of the vehicles and drivers, work performance and quality, and pay.

[47] Citing the decisions in *J.R. Richard (1991) ltée*, 2001 CIRB 128; *Mackie Moving Systems Corporation*, 2002 CIRB 156; and *Far-Nic Transport Inc.*, 2002 CIRB LD 630, the union submits that the evidence in the record shows without a doubt that the brokers, drivers and loaders covered by the certification application are not only economically dependent on Colispro and well integrated into its business, but also directly controlled by Colispro in the performance of their work on a day-to-day basis.

3–Concept of Employer

[48] The union refers to the definition of "employer" set out in the *Code* and submits that the brokers' drivers can really only negotiate their working conditions with Colispro and not with their brokers, which merely apply the rules established by Colispro. According to the union, since the customers served are Colispro customers, Colispro alone has the power to negotiate fees with them.

[49] The union further submits that, according to the Board's well-established jurisprudence, the fact that a person covered by a certification application is incorporated is in no way determinative in deciding whether that person is an employee within the meaning of the *Code*. It states that the Board should look behind the corporate veil to determine whether the persons who chose to incorporate are employees of Colispro. The union submits that, according to the oral testimony, each broker and driver who has incorporated is the sole director and shareholder of the company. The only exception is 9177-8837 Québec Inc., which is owned jointly by spouses.

[50] For all these reasons, the union submits that the brokers, drivers and loaders covered by the certification application are dependent contractors of Colispro within the meaning of the *Code* and must consequently be declared its employees.

B–Colispro

[51] Colispro submits that it is not the employer of the brokers covered by the union's certification application or of their drivers or loaders, other than as admitted in respect of the

following four brokers: 9037-6740 Québec Inc. (N. Gadoury); Plani-Gestion R.B. (2006) Inc. (R. Beaudin); 9173-7536 Québec Inc. (L. Robitaille) and 2849-5067 Québec Inc. (G. Lalonde).

[52] According to Colispro, the Board's finding in respect of 2645-0858 Québec Inc. in RD 588 should apply, with such modifications as are required, to the six companies at issue in this matter. In Colispro's view, the brokers covered by the application are not its employees and cannot be deemed dependent contractors.

[53] With regard to the content of the contracts with the brokers concerned, Colispro submits that the contract provisions referred to by the union are standard sub-contracting clauses. It alleges that the same provisions apply in all sub-contracting relationships where the sub-contractor has to interact directly with the company's customers. It adds that a sub-contractor cannot as a rule negotiate the contract's financial terms with the customer of the supplier of the work. It therefore submits that its sub-contracting relationship with the brokers is a typical relationship. Colispro has merely purchased a service from the brokers, and its corporate image must be protected in the delivery of such service.

[54] Colispro further submits that economic dependence is a universal constant in any business relationship and is a not useful indicator for identifying the employer. It adds that the very nature of the contract leads to a certain form of control. In its view, it is necessary to look beyond written contracts to the actual relationship that exists. It gives examples relating to scheduling and the use of the trucks and submits that those examples show that the terms of the contracts are actually rarely applied. Colispro contends that it does not exercise any control over the performance of the work of the brokers and drivers.

[55] Additionally, Colispro alleges that the brokers are the employers of the drivers and loaders and cannot be both employers and employees at the same time. Colispro also argues that it does not fit within the definition of "employer" set out in section 3 of the *Code* since the relationship between it and the brokers could not "be the subject of collective bargaining."

[56] Colispro submits that the evidence heard showed that the six brokers concerned are full-fledged contractors in their own right and not dependent contractors. To support its position, it

filed a summary of the evidence proceeding from the testimonies heard. The main points in relation to each of the six brokers at issue are set out below.

1–Davlin Inc. (testimony of Mr. Dave Lemelin)

[57] The testimony of Mr. Dave Lemelin may be summarized as follows:

- Mr. Lemelin is the president and sole shareholder of Davlin Inc.
- The company is paid by the unit, by weight or by the parcel delivered by the drivers.
- There is no guaranteed minimum payment.
- Colispro does not require the company to be incorporated.
- It is the company that decides whether it has to own or lease the trucks itself or if its drivers do; Colispro has no particular requirement in that regard.
- The contract between Colispro and Davlin Inc. indicates that trucks can be no more than four years old, although a memorandum from September 2009 indicates that trucks can be no more than six years old.
- The contract with Davlin Inc. refers to the cleanliness of the vehicle, but no one conducts checks for said cleanliness; the drivers are responsible and clean their vehicles. Mr. Lemelin was fined once in 2004 or 2005 for failing to keep a truck clean.
- Mr. Lemelin recruits drivers himself. Before hiring a driver, he points out that the recruiting process involves a criminal record check and the completion of a form for Colispro.
- Mr. Lemelin's company is responsible for training. To this end, Mr. Lemelin sends any new driver out with a seasoned driver, and sometimes a Colispro trainer accompanies them.
- The driver must pay for the uniform once he decides to stay with Davlin Inc.
- If Colispro receives a complaint, it sees Mr. Lemelin, who is responsible for speaking to the driver involved.
- Davlin Inc. is responsible for its own billing.
- The company has a customer other than Colispro: EQUITA.
- Davlin Inc. sets the drivers' wages. They are currently all paid the same wages and are not entitled to any other benefits.
- Mr. Lemelin is the one who decides on the number of drivers needed, not Colispro. He does not have to seek authorization from Colispro to hire or dismiss a driver.

- The drivers provide their own trucks; this is not something that Colispro requires.
- The drivers' hours are all different. They set their own delivery hours, based on their speed of delivery.
- Mr. Lemelin makes changes to the routes on the basis of the number of parcels to be handled, without any input from Colispro.
- The vehicle used by Mr. Lemelin does not bear the Colispro logo.
- Drivers are responsible for all their costs.
- Mr. Lemelin himself handles driver discipline.
- Mr. Lemelin himself decides on his drivers' vacation time and can refuse to approve vacation time during peak periods.
- Vacation time for the drivers is without pay.

2–9188-6960 Québec Inc.

[58] The testimony of Messrs. Jean Montpetit and Dorin Draghiciu may be summarized as follows:

- Mr. Montpetit is the president and sole shareholder of 9188-6960 Québec Inc.
- The company is paid by the stop, not by the parcel.
- The company receives a gas allowance and sends invoices to Colispro.
- Its business with Colispro accounts for 95% of its revenues.
- The company's financial results show a chance of profit and risk of loss.
- This company allows meal and entertainment expenses.
- No one stops Mr. Montpetit from using his own truck as he pleases after his working hours.
- Mr. Montpetit always performed moving contracts in the past. He could expand his customer base. He has no other customers because he doesn't want any more. As a rule, he does not make deliveries himself unless there is an extra heavy workload.
- One of the company's drivers, Mr. Dorin Draghiciu, explained in his testimony that he has a 2004 model truck but that no one has asked him to change his vehicle despite what is indicated in the contract.

3–9177-8837 Québec Inc.

[59] The testimony of Messrs. Martin Mercure and Guy Aubin may be summarized as follows:

- Mr. Martin Mercure is the vice-president of 9177-8837 Québec Inc. and owns 51% of the shares; his spouse is the president of the company and owns 49% of the shares.
- Since 2010, the company has had customers other than Colispro, including LAAD, ANGELO, DELORME and PRIMEAU, and it also provides moving services upon request (30% of its revenues).
- The trucks used for deliveries are owned by 9177-8837 Québec Inc.
- The company covers all costs related to the use of the trucks.
- The drivers are not all paid the same weekly wages. The company determines wages based on seniority.
- Two of the company's trucks do not bear the Colispro logo.
- The company and Colispro have agreed on a fee based on a given number of stops and also have an agreement respecting extra stops. It is understood that one delivery comprises three parcels.
- Mr. Mercure may send his drivers elsewhere during slower periods for Colispro.
- Mr. Mercure turns down contracts with companies other than Colispro, by choice.
- Mr. Mercure does not require Colispro's authorization to dismiss a driver.
- Mr. Mercure manages his own affairs and organizes his business as he pleases. Colispro does not dictate where or when the trucks go.
- The company has route planners who are not covered by the certification application. The company's drivers are not responsible for loading the trucks; Mr. Mercure loads them himself.
- One of the company's drivers, Mr. Guy Aubin, explained in his testimony that he has other customers than Colispro and has been able to use his own vehicle with the Colispro logo. He found his customers himself and bills them directly. He develops his own business relations.

4–Binom Trans Inc.

[60] The testimony of Mr. Marian Batrinu may be summarized as follows:

- Mr. Batrinu is the president and sole shareholder of Binom Trans Inc.
- He is paid a set fee for 290 deliveries a day, by number of stops. When there are extra deliveries to be made, he receives additional payment.
- He has five drivers, who all own their own trucks.
- His drivers all receive about the same weekly wages (give or take $100).
- The drivers share the "cargo insurance" coverage obtained by Colispro.
- The drivers do not all have the same schedule.

5–Transport Michel Gauthier Inc.

[61] The testimony of Mr. Michel Gauthier may be summarized as follows:

- Mr. Gauthier is the president and sole shareholder of Transport Michel Gauthier Inc.
- The trucks used by the company's five drivers are provided by the company.
- The drivers do not all have the same schedule.
- The company's trucks bear the company name, not the Colispro logo.
- The company provides moving services in addition to the work done for Colispro. Colispro does not prevent it from providing moving services.
- He manages the company himself and hires, dismisses and supervises the drivers.
- His drivers load the trucks.
- He buys the drivers' uniforms.

6–Olttrans Inc.

[62] The testimony of Mr. Nicolae Cornel may be summarized as follows:

- Mr. Cornel is the president and sole shareholder of Olttrans Inc.
- The fee agreed to with Colispro is a set amount for a given number of stops and parcels. Where there are extra deliveries to be made, he receives additional payment.
- The wages paid to the 11 drivers who work for the company vary.
- All the drivers have a guaranteed income.
- He has leased trucks to three drivers.
- The leased trucks do not bear the Colispro logo.

7 – Testimony of the National Manager of Operations

[63] The testimony of Mr. Sylvain Bernard, national manager of operations representing Colispro, may be summarized as follows:

- Mr. Bernard has held his position for nearly 23 years.
- With regard to the brokers' drivers, he does not know who recruits them; he is not involved in their selection; he does not know what application form is used; Colispro does not check the drivers' references; he does not know what qualifications are required by the brokers; and he does not know whether the driving records of drivers are checked with the Société de l'assurance automobile du Québec.
- Colispro does a criminal record check since it is responsible for checking for any history of theft.
- With respect to the trucks, Mr. Bernard does not know who supplies them, nor does he know who pays for repairs, who finances the purchase, who is responsible for registration or who pays for the gas.
- With regard to the drivers' wages, Colispro provides no instructions in that regard; Mr. Bernard does not know the amount of the drivers' starting wages or whether any source deductions are made; he is unaware of their employment status; he does not know whether the drivers' expenses are reimbursed or whether they are entitled to any employee benefits.
- With respect to vacation time, he does not know who sets vacation schedules; he does not know whether drivers are entitled to vacation or how much vacation time they are given; and he does not know whether vacation time is with or without pay.
- Colispro does not make the contributions to the Quebec Commission de la santé et de la sécurité du travail. Mr. Bernard does not know whether the drivers are covered by that worker's compensation plan.
- Colispro designates the delivery areas, but Mr. Bernard does not know how the actual routes are assigned to drivers.
- He has no say whatsoever in work scheduling.
- He has no say whatsoever in assessing the drivers' performance.
- He does not know how work is assigned to the drivers.

- He is not informed of driver absences.
- Colispro asks that brokers make the deliveries during the customers' business hours.
- It does not require collision insurance coverage for the trucks. As for cargo insurance, Colispro has the brokers share the insurance to reduce their costs.
- Colispro has a duty to ensure proper conduct on the part of the delivery persons. Delivery services include a personable delivery person. If a problem is reported in this regard, Colispro asks the customer for its account of the facts. If a customer asks that a particular driver no longer make deliveries to it, Colispro asks the broker to refrain from sending that driver to that particular customer. This may occur in the event of a fight or theft, which is rare.
- The reason for the performance report showing the percentage of deliveries for each driver is that Colispro monitors performance by sector, to determine whether or not the work has been done. The report is given to the brokers for information purposes only.
- The brokers are responsible for ensuring that the deliveries are made. Colispro provides them with information concerning the performance of the drivers and the brokers handle the rest.
- The brokers handle training for the drivers and issue qualification cards.

[64] Based on this testimony, Colispro produced an outline relative to the status of the brokers. The main points alleged therein may be summarized as follows:

In terms of the company's general operations, the brokers

- recruit and select drivers;
- determine the conditions of employment;
- conduct the interviews;
- check references;
- check driver records;
- deliver training;
- decide on staffing needs;
- independently work out schedules for each of the drivers and for other positions;
- decide how to cover for absent drivers;
- decide on the employment status of each driver (full time, part time, casual, temporary, etc.);

- decide, at their discretion, who is to provide the trucks (never Colispro);
- several brokers hire sorters or handlers to load the trucks.

With regard to the wages of drivers and loaders, the brokers

- set the hourly, daily or weekly wages and determine source deductions if applicable;
- decide on payment for extra deliveries or gas allowances;
- decide on employee benefits.

With regard to leave, vacation time and employee benefits for drivers and loaders, the brokers

- set schedules and determine vacation pay;
- decide on the order in which vacation time is to be granted.

With respect to retention, the brokers

- assess the quality of the drivers' work and compliance with schedules and consider whether there is a sufficiency of work;
- take any necessary corrective and disciplinary action, if needed;
- determine which drivers will be given the better working conditions based on their efficiency.

With respect to absences, the brokers

- decide on sick leave conditions and how sick leave is to be paid;
- decide on the terms and conditions for coverage under the workers' compensation plan of the Quebec Commission de la santé et de la sécurité du travail.

With regard to routes, the brokers

- decide who will do the work, in what way, and when;
- decide on the order and timing of parcel delivery over the course of the day;
- determine the number of parcels per route;
- decide on the distribution of the parcels among the routes and the distribution of any extra deliveries;

- establish the procedure to be followed in the event that a driver is running late;
- decide how to resolve distribution problems.

[65] Colispro submits that its own actions in relation to the brokers are limited to the following, which are for the purpose of fulfilling its responsibilities toward its customers:

- do a criminal record check in respect of the brokers for property offences;
- ask that brokers comply with the rules set out in Quebec's *Highway Safety Code*;
- provide the brokers with a DVD on carrying hazardous materials and ensure that they deliver the related training;
- obtain cargo insurance, to divide among the brokers;
- establish standard rules of procedure for all the brokers (appearance and demeanour of drivers, requirement that Colispro uniform be worn, Colispro logo on truck, cleanliness, and representation of Colispro);
- in the event of a complaint, contact the broker to have it obtain the driver's side of the story; Colispro may require that a driver stop making deliveries to a particular customer.

[66] In closing, Colispro submits that, in the light of the decision of the CLRB in *Copeland and Canada Post Corporation (1989)*, 78 di 158; and 5 CLRBR (2d) 79 (CLRB no. 758), and various decisions of the Ontario Labour Relations Board, the brokers covered by the certification application in this matter are true contractors and are independent, and Colispro is not their employer.

IV–Analysis and Decision

A–2645-0858 Québec Inc.

[67] According to Colispro, the Board should take the position that it took in regard to 2645-0858 Québec Inc. in RD 588, and that position should apply, with such modifications as are required, to the drivers of the six brokers concerned by this matter. The Board wishes to point out that the decision referred to dealt only with the concept of true employer, since the company had initially disputed being the employer of the drivers working for it. It was only following an admission on the part of 2645-0858 Québec Inc. that it was in fact the employer of the drivers in

question that the certification application was granted. In that matter, the Board never considered the relationship between 2645-0858 Québec Inc. and Colispro or any relation of dependence that might have existed between the two companies.

B–The *Code* and the Concept of "Dependent Contractor"

[68] The relevant provisions of the *Code* in this matter read as follows:

> 3.(1) In this Part,
>
> ...
>
> "employee" means any person employed by an employer and includes a dependent contractor and a private constable, but does not include a person who performs management functions or is employed in a confidential capacity in matters relating to industrial relations.
>
> "employer" means
>
> (*a*) any person who employs one or more employees, and
>
> (*b*) in respect of a dependent contractor, such person as, in the opinion of the Board, has a relationship with the dependent contractor to such extent that the arrangement that governs the performance of services by the dependent contractor for that person can be the subject of collective bargaining;
>
> "dependent contractor" means
>
> (*a*) the owner, purchaser or lessee of a vehicle used for hauling, other than on rails or tracks, livestock, liquids, goods, merchandise or other materials, who is a party to a contract, oral or in writing, under the terms of which they are
>
> (i) required to provide the vehicle by means of which they perform the contract and to operate the vehicle in accordance with the contract, and
>
> (ii) entitled to retain for their own use from time to time any sum of money that remains after the cost of their performance of the contract is deducted from the amount they are paid, in accordance with the contract, for that performance,
>
> ...
>
> (*c*) any other person who, whether or not employed under a contract of employment, performs work or services for another person on such terms and conditions that they are, in relation to that other person, in a position of economic dependence on, and under an obligation to perform duties for, that other person.

[69] Dependent contractors are expressly included in the definition of employee under the *Code*:

> 3.(1) ... "employee" means any person employed by an employer and includes a dependent contractor ...

[70] In *Brookville Transport Limited*, *supra*, the CLRB explained the type of contractors that Parliament intended to include as dependent contractors in the trucking sector when it added that concept to the *Code*:

> They are well defined in the *Code*. Clearly, it was those who provide vehicles to trucking companies and who operate them under a contract upon which they are economically dependent, and the terms of which can, in the opinion of the Board, be the subject of collective bargaining. If there was any doubt about that when dependent contractors were defined in 1973 there surely could be no room for confusion after the 1984 amendments added paragraph (b) to the definition of employer. This made it abundantly clear that collective bargaining was not to be limited to traditional employee values, it is the arrangements under which the work or services are supplied that is the focus for collective bargaining.
>
> (page 154)

[71] Also in *Brookville Transport Limited*, *supra*, the CLRB indicated that **owner-operators and the drivers they hired**, under contract, were dependent contractors because they were economically dependent on Brookville.

[72] In *Mackie Moving Systems Corporation*, *supra*, the current Board stated the following with respect to paragraph (*a*) of the definition of "dependent contractor":

> [218] ...if upon the application of the *Code* definition all of the criteria set out are met, this is sufficient to establish at least a presumption of economic dependency. Further, although the matter is not in the Board's view in issue in the present case, the present Board notes that reading and applying the *Code* provisions in their context, there does not appear to be a requirement of economic dependency at all if an individual meets the statutory criteria set out and, therefore, fits within the statutory definition set out in paragraph (a).

[73] The principle that a lack of economic dependence does not prevent contractors who meet the criteria under paragraph (*a*) of the definition from being employees within the meaning of the *Code* was echoed in a more recent decision, in *Clarke Transport, a Division of Clarke Inc.*, *supra*, in which the Board stated the following:

> [118] In any case, the Board's case law is consistent; the absence of economic dependence does not prevent a conclusion that dependent contractors are employees ...

C–Application to the Situation of the Brokers

[74] On the basis of the evidence adduced and the Board's jurisprudence, the panel in this matter finds that the brokers fall within the category of "dependent contractor" within the meaning of

the *Code*. In fact, the evidence shows that the brokers meet both the criteria under paragraph (*a*) of the definition of "dependent contractor" and the criteria under paragraph (*c*) of the definition, since they are in a position of economic dependence on Colispro.

[75] In fact, as regards paragraph (*a*) of the definition of "dependent contractor," the oral evidence heard by the Board clearly showed the following:

(1) the brokers owned, bought or leased a vehicle;

(2) the vehicle was used for transporting goods or merchandise;

(3) the brokers were party to a contract, oral or written, with Colispro;

(4) under the contract with Colispro, they were required to supply the vehicle to be used for the performance of the contract and to operate the vehicle in accordance with the contract;

(5) they were entitled to retain for their own use any sum of money that remained after the cost of their performance of the contract was deducted from the amount paid.

[76] The Board therefore agrees with the union's argument that the criteria under paragraph (*a*) of the definition of "dependent contractor" are met.

[77] With respect to paragraph (*c*) of the definition of "dependent contractor," the evidence also shows that nearly all of the revenues (at least 95%) of the brokers concerned are derived from business with Colispro; the exception is 9177-8837 Québec Inc., which was deriving 70% of its revenues from business with Colispro at the time of the testimony of its owner, but 100% of its revenues at the time the certification application was filed.

[78] It is true, as the brokers explained in their testimony, that they are free to use their vehicles as they please after working hours; however, they cannot enter into competition with Colispro. Furthermore, the evidence shows that those brokers who do use their vehicles for other purposes are for the most part involved in providing moving services, and even then only as a sideline. There is nothing to suggest that those operations are significant enough to put their economic dependence on Colispro in doubt.

1–Contracts Between Colispro and the Brokers

[79] Written contracts between the brokers and Colispro were entered into evidence. Some of the brokers covered by the certification application do not have a written contract, but based on the evidence heard, there is no reason to believe that the conditions under which they operate are any different from those of the brokers with written contracts, regardless of what Colispro suggests. For example, the contract of broker 9188-6960 Québec Inc. indicates the following, among other things:

- Colispro assigns the broker an area;
- the broker is prohibited from competing with Colispro in terms of transporting, distributing or delivering parcels for competitors;
- Colispro sets the fee to be paid, either by the shipment or by weight;
- Colispro reserves the right to negotiate lower fees in the event of a drop in business;
- Colispro determines the type of vehicles to be used by both the broker and the drivers, and those vehicles must meet Colispro standards;
- Colispro has the right to require that the broker display its brand, colours or logos on the trucks used;
- Colispro imposes standards relating to the cleanliness and age of the vehicles used;
- Colispro requires that the broker and the drivers wear uniforms that meet Colispro standards;
- Colispro may at its discretion require that anyone whose conduct is damaging to Colispro be suspended or immediately removed from the delivery service.

[80] The said contact contains a number of appendices that describe delivery and pick-up procedures applicable to the broker and drivers, the penalties assessed against the broker for failure to abide by the standards respecting cleanliness of the vehicles, the wearing of uniforms, the appearance of the drivers, and other general obligations, as well as general rules respecting delivery schedules.

[81] The same terms apply to brokers Davlin Inc. and 9177-8837 Québec Inc., which have also signed this kind of written contract with Colispro.

[82] As for Binom Trans Inc., it has signed an agreement with Colispro under which the broker is required to be incorporated, make deliveries within the deadlines set, carry cargo insurance, have the capacity to make all deliveries despite variations in the workload, and be a worthy representative of Colispro (delivery persons in uniform and trucks bearing the Colispro logo). Transport Michel Gauthier Inc. has signed a service contract with Colispro. Olttrans Inc. has no written contract with Colispro.

[83] Evidence was also adduced that the brokers without drivers in their employ were party to a transport contract (written contracts filed into evidence for 9037-6740 Québec Inc.; Plani-Gestion R.B. (2006) Inc. and 9173-7536 Québec Inc.); however, Colispro admitted that the four brokers without drivers were its employees.

[84] In its arguments, Colispro stated that it was necessary to look beyond the written contracts with the six brokers at issue to the actual relationship with them. According to the evidence, Colispro has issued many internal memoranda or letters to the brokers and their drivers. For example, one memorandum dated August 26, 2009, related to an assessment of the delivery trucks. The memorandum was sent by Mr. Sylvain Bernard, national manager of operations for Colispro, to **all the delivery service suppliers** (the names of all the brokers at issue save Mr. Michel Gauthier are listed). It reads in part as follows:

> **Subject: Delivery trucks required to meet Nationex standards**
>
> This is to inform you that we are currently conducting an assessment of the fleet of vehicles supplied to Nationex by sub-contractors.
>
> The purpose of the assessment is to ensure that the vehicles that represent the company are clean and fairly new, as our competitors use nice-looking trucks. Our standards in this regard are set out in **clauses 5.4 and 5.14.1** of your contracts.
>
> We consider that a vehicle has a maximum life of six years, after which it must be replaced. We will be providing you with written notification concerning any vehicles that do not meet our standards.
>
> Any new driver hired must supply a truck that is less than two years old. Drivers already working for Nationex must ensure that their trucks are less than six years old, and we will be noting dates of hire. E.g.: a truck driven by a driver hired a year ago must not be more than three years old.
>
> You will have 45 calendar days to replace non-compliant vehicles.

(translation; emphasis added)

[85] Clauses 5.4 and 5.14.1 referred to in the memorandum are actually the provisions in the brokers' contract regarding the use of vehicles that are compliant with Colispro standards and

regarding the age of the vehicles. The Board is thus satisfied that the same rules in this regard apply to all the brokers and their drivers, whether or not they have signed a contract in writing.

[86] Different notifications sent to brokers whose drivers failed to provide satisfactory service also show the control exercised by Colispro over both the brokers and their drivers. A number of other factors also show the high level of integration of the brokers and drivers into Colispro. For example, the brokers and drivers are required to use the MDTDs supplied by Colispro for tracking parcels at the end of the work day.

[87] There is also the procedural handbook, entered into evidence, that sets out loading procedures and methods of delivery to be followed by Colispro delivery persons. The handbook does not distinguish between brokers, brokers' drivers and Colispro drivers. According to Colispro, the handbook applies only to its own drivers. The Board does not accept this argument. The summary indicates that Colispro's operations department designed and produced the handbook for delivery persons to "facilitate their integration into the company, ensure a clear understanding of procedures, and provide the necessary tools to do the job with a view to providing Colispro customers with consistent service" (translation). The 50-odd page handbook carefully details loading procedures (equipment, parcel damage in the warehouse, loading onto the truck, overall impression made by the delivery person (truck, uniform, demeanour and appearance), delivery methods (absences, pickups, bills of lading, etc.), the MDTD (scanner and its use)). The procedural handbook is clear evidence of the integration of the delivery persons and the control exercised over them, regardless of their status, by Colispro.

[88] Further, the brokers are paid according to a fee schedule set by Colispro and are not allowed to negotiate fees with the Colispro customers they serve.

[89] With regard to Colispro's argument that the brokers are responsible for the general operation of their companies, in particular the selection of their drivers and management of their work force, the Board wishes to make a number of comments. A contractor, by definition, is responsible for the performance of a job. It is therefore to be expected that the contractor has substantial autonomy in performing the contract work and is in charge of his own business. Nevertheless, Parliament chose to extend the scope of bargaining rights provided for under the *Code* to contractors who have become dependent on a supplier of work. Dependent contractors

are still well and truly contractors but it is their dependence on a supplier of work that confers employee status on them rather than the level of control over the performance of the work exercised by the supplier of the work. In the matter before the Board, the Board is satisfied that the brokers do in fact fit within the category of dependent contractor contemplated in the *Code*.

[90] Furthermore, Colispro has ties with its brokers to such extent that, according to the Board, the arrangement that governs the performance of services by the brokers could be the subject of collective bargaining, within the meaning of the definition of "employer" in section 3 of the *Code*.

[91] For all the foregoing reasons, the Board finds that the brokers that work for Colispro are dependent contractors and employees of Colispro within the meaning of the *Code*.

D–Brokers' Drivers and Loaders

[92] It is true, as stated by Colispro, that it does not recruit the brokers' drivers, decide on their vacation time or even their pay, set their work schedules, know whether or not they supply their own trucks, know their employment status with the brokers, or handle their training. According to Colispro, the brokers covered by the certification application are the employers of the drivers and loaders and they cannot be both employers and employees at the same time. Colispro adds that the definition of "employer" in section 3 of the *Code* cannot apply to it in this case. However, the evidence heard at the hearings showed that the earnings of the brokers' drivers were all or virtually all tied to the money paid by Colispro to the brokers.

[93] The Board dealt with a similar situation in *Mackie Moving Systems Corporation*, *supra*, in which it had the following to say:

> [226] With respect to the drivers of brokers who are not clearly so economically dependent such as Mr. Pomeroy, Mr. Hammond and Mr. Hill, the Board is guided by the findings of the Canada Labour Relations Board in *Brookville Transport Limited, supra*:
>
> "Turning now to the drivers of owner-operators, we see no valid reason why these people should be treated differently from the owner-operators for the purposes of Part I of the *Code*. They are certainly just as economically dependent on Brookville as the owner-operators. They operate vehicles which are under contract to Brookville, on Brookville's behalf and in Brookville's name just as the owner-operators do. The difference is, of course, that they are not direct parties to the contract and they do not supply the vehicles which they operate. They still are, however, an integral component of Brookville's operations. **Once they have been approved by Brookville to drive in its name, these**

> **drivers are obligated to operate the vehicles and to transport Brookville's customers' goods under terms which are stipulated in the owner-operator contracts as well as in the numerous directives from Brookville which come out periodically in the form of memoranda. Clearly, it is Brookville that these drivers should be negotiating with regard to the terms and conditions under which they operate. The owner-operators who purportedly hire them have little to do with them once they are assigned to a vehicle.** Except for the occasional reporting of mileage and other such paperwork, it is really Brookville that drivers of owner-operators deal with on a day-to-day basis."
>
> (emphasis added)

[94] In the instant matter, the evidence shows that the brokers' drivers drive vehicles that sometimes belong to them and sometimes belong to the brokers, and they work virtually full time transporting goods and merchandise for Colispro. They are subject to the same requirements as the brokers and are indirectly bound through a number of conditions set out in the brokers' contracts with Colispro. For example, they must abide by the non-competition clause and follow all the vehicle loading procedures and delivery methods set out in the procedural handbook. A memorandum to all brokers dated April 8, 2005, clearly states that the delivery handbook (the latest version filed in evidence dates back to 2005) also applies to the brokers' drivers. The memorandum reads in part as follows:

> We expect your full cooperation and will require your total commitment in this regard. You will be asked to provide a written undertaking that you will promote the delivery handbook and provide each of your current and future delivery people with a copy.
>
> ...
>
> I will then be administering a short quiz to make sure that you have taken the time to read the handbook.
>
> (translation)

[95] The evidence heard by the Board suggests that the above instruction is still in force. Moreover, in *Brookville Transport Limited*, *supra*, which *Clarke Transport, a Division of Clarke Inc.*, *supra*, echoed, the Board found that the drivers of the owner-operators (or brokers) should be treated like the owner-operators themselves, since their economic dependence in relation to the employer was as clear as the latter's. The Board determined that, since the brokers' drivers were working exclusively for the same employer, that is, were relying on the same employer for their incomes, it was appropriate that they be included in the bargaining unit. The Board finds that the facts in the instant matter are sufficiently similar to arrive at the same findings.

[96] The Board accordingly finds that the brokers, drivers and loaders covered by the application for certification in this matter are dependent contractors and employees of Colispro within the meaning of the *Code*.

[97] The Board has moreover considered whether the conditions under section 28 of the *Code* were met and finds that a representation vote is needed to ensure that the employees in the bargaining unit wish to be represented by the applicant union as their bargaining agent.

V–Conclusion

[98] The Board declares that the unit appropriate for collective bargaining comprises the following employees:

> all brokers party to a contract, oral or in writing, with Colispro Inc. for the transport of parcels or envelopes for the St-Hubert facility, including their drivers and loaders, **excluding** employees already covered by a certification order issued by the Board.
>
> (translation)

[99] The Board orders that a representation vote be taken pursuant to section 29 of the *Code* among all of the employees in the bargaining unit found to be appropriate for collective bargaining to determine whether or not said employees wish to be represented by the union.

[100] The employees eligible to vote are all the employees in the previously defined bargaining unit who were working for Colispro on December 7, 2009, and are still working for Colispro on the date of the representation vote. In accordance with the Board's decision of May 4, 2011, in RD 588, 2645-0858 Québec Inc. drivers and dependent contractors are not to be included in the representation vote ordered herein.

[101] The Board designates Mr. Jean Gosselin, Regional Director (Registrar)–Quebec Region, to act as returning officer to schedule and supervise the vote. Mr. Gosselin will contact the parties very shortly to make arrangements for the vote.

Translation

Louise Fecteau
Vice-Chairperson